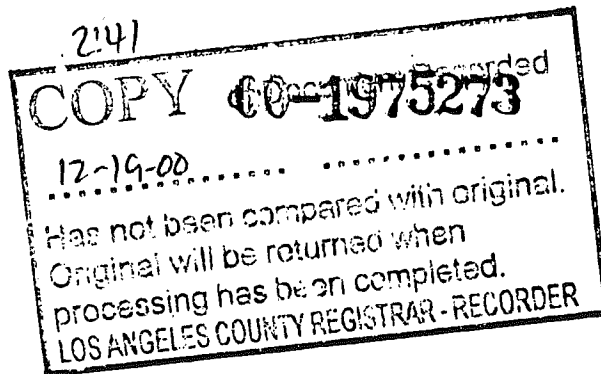


RECORDING REQUESTED BY
CHICAGO TITLE COMPANY
AND WHEN RECORDED RETURN TO:

Clay H. Shevlin, Esq.
Paul, Hastings, Janofsky & Walker LLP
695 Town Center Drive, 17th Floor
Costa Mesa, California 92626



91057494-X59
203023035-M19

SPACE ABOVE FOR RECORDER'S USE

FIRST AMENDMENT TO DECLARATION AND GRANT OF EASEMENTS AND RECIPROCAL EASEMENT AGREEMENT

This First Amendment to Declaration and Grant of Easements and Reciprocal Easement Agreement ("**Amendment**") is made as of this 14th day of December, 2000, by Boeing Realty Corporation, a California corporation ("**Boeing**").

1. RECITALS

1.1 Boeing is the "Declarant" under that certain Declaration and Grant of Easements and Reciprocal Easement Agreement, executed by Boeing as of September 6, 2000 and recorded on September 8, 2000 as Instrument No. 00-1482684 in the Official Records of Los Angeles County, California ("**Declaration**").

1.2 Boeing executed and caused that certain Covenant and Agreement Regarding Maintenance of Yards For An Over-Sized Building, dated March 6, 2000, to be recorded on April 10, 2000 as Instrument No. 00-0535857 in the Official Records of Los Angeles County, California ("**Building Restriction**"). The Building Restriction essentially prohibits construction of most kinds of improvements within a sixty foot (60') border (the "**Parcel 'B' No-Build Zone**") around the building on Parcel B (as defined in the Declaration). At about the same time, Boeing also executed and caused the recordation of two other restriction agreements, which similarly established "no-build" zones around the buildings to be located on Parcel A and Parcel C (each as defined in the Declaration).

1.3 Boeing also (i) caused that certain Certificate of Compliance for Lot-Line Adjustment, dated December 8, 2000, to be recorded on December 8, 2000 as Instrument No. 00-1917705 in the Official Records of Los Angeles County, California, and (ii) executed and caused that certain Grant Deed, dated December 8, 2000, to be recorded on December 8, 2000 as Instrument No. 00-1917706 in the Official Records of Los Angeles County, California (collectively, for purposes of this Amendment, the "**Lot Line Adjustment Correction**"). The Lot Line Adjustment was recorded to correct the legal descriptions of deeds and certificates of compliance previously recorded as Instrument Nos. 99-2336325,

99-2336326, 00-1496104 and 00-1496105 in the Official Records of Los Angeles County, California.

1.4 Due to the recordation of the Lot Line Adjustment Correction (which, among other things, shifted to the east the north-south boundary line between Parcel C and Parcel B), the majority (i.e., about a fifty-five foot (55') wide strip) of the Parcel B No-Build Zone now lies along the eastern boundary of Parcel C.

1.5 Pursuant to its authority under Section 16 of the Declaration (Boeing owns all three Parcels (as defined in the Declaration) subject to the Declaration), Boeing desires to amend the Declaration to (i) prohibit an Owner (as defined in the Declaration) of Parcel C from constructing improvements on the eastern portion of Parcel C within sixty feet (60') of the westernmost portion of the Parcel B building (as it exists as of the date hereof) in such a manner as would violate the terms and intent of the Building Restriction and (ii) clarify that the Trash Enclosure Easements (as defined in the Declaration) do not and are not intended to encroach over the relevant westernmost portions of the Parcel B building.

1.5 As with the Declaration, Boeing is executing this Amendment because Boeing wants the Parcels to be developed and maintained as a coordinated distribution development with the shared rights set forth in the Declaration, as modified hereby.

1.6 Immediately upon recordation of this Amendment, Boeing hereby grants and imposes for the benefit of the Parcels named below, as applicable, the easements and rights hereinafter set forth (and Boeing hereby imposes equitable servitudes upon the Parcels named below, as applicable).

2. OPERATIVE TERMS

2.1 All initial capitalized terms used but not defined herein shall have the meanings ascribed to them in the Declaration, and Exhibits "A," "B," "C," and "D" attached hereto are incorporated herein by this reference.

2.2 The Recitals shall be deemed operative terms of this Amendment for all purposes hereunder.

2.3 In order to clarify that the Trash Enclosure Easements do not and were not intended to encroach onto or into the building located on Parcel B, Exhibit "D-2" to the Declaration is hereby replaced with a revised and corrected 'Exhibit "D-2"' which is attached hereto as Exhibit "D." The replacement Exhibit "D-2" does not otherwise differ from the original Exhibit "D-2."

2.4 Boeing hereby declares and imposes upon Parcel C the following covenant and restriction for the exclusive benefit of the Owner(s) of Parcel B, and their respective successors, assigns, heirs, representatives, agents, employees, licensees, invitees, tenants and customers: the Owner(s) of Parcel C shall not construct or permit to be constructed any improvements on Parcel C within sixty feet (60') of the westernmost portion of the Parcel B building (as it exists as of the date hereof) in such a manner as would violate the terms and provisions of the Building Restriction.

3. NATURE OF EASEMENTS

Boeing declares that each and all of the foregoing shall be covenants running with the land, binding upon and inuring to the benefit of each of the Owners and their respective heirs, representatives, tenants, successors and assigns, and shall be enforceable as equitable servitudes by each of such persons and/or entities.

4. NO PUBLIC DEDICATION

Nothing contained in this Amendment shall be deemed to be a gift or dedication of any portion of the servient tenements to or for the general public or for any public purpose whatsoever. To the contrary, the easements and rights herein reserved, granted and/or to be granted are intended solely for the private use and benefit of the Owners, their respective heirs, representatives, tenants, successors and assigns, and their respective Parcels.

5. INDEMNIFICATION

Each of the Owners (other than Boeing) by accepting title to its Parcel(s) agrees to indemnify, defend and hold harmless each of the other Owners from and against any and all claims, losses, liabilities, damages, obligations and expenses (including attorneys' fees), to the extent caused by the acts or omissions of the indemnifying Owner (or its respective successors, assigns, heirs, representatives, agents, employees, licenses, invitees, tenants and/or customers) on or about the Common Use Areas or the other easement areas herein created.

6. ATTORNEYS' FEES

If any party hereto commences an action against any other party hereto to enforce any of the terms of this Agreement or because of the breach by a party hereto of any of the terms hereof, the prevailing party shall be entitled to collect from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action.

7. COUNTERPARTS

This Amendment may be executed in any number of counterparts, but all of which, taken together, shall constitute one and the same instrument. For recording purposes, any

signature page of this Amendment may be detached from and added to any counterpart of this Amendment identical in form hereto.

8. MODIFICATION

This Amendment, and the easements, rights and burdens created hereby can only be modified by a recorded writing duly executed (a) by Boeing acting alone so long as Boeing owns any of the Parcels, or (b) by all of the Owner(s) of the Parcel(s) at the time of recordation of such modification.

9. COVENANTS RUNNING WITH THE LAND, EQUITABLE SERVITUDES

The covenants and agreements reflected herein shall run with the respective Parcel(s) benefitted and/or burdened thereby, and each and all such covenants and agreements shall also be enforceable by each present and future Owner(s) (and its respective successor(s) and assign(s)) as equitable servitudes.

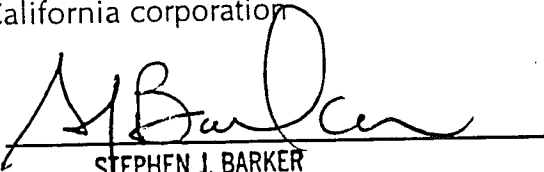
10. EFFECT OF AMENDMENT

Except as expressly modified hereby, the Declaration shall remain in full force and effect in accordance with its terms.

"Boeing"

BOEING REALTY CORPORATION,
a California corporation

By



Its

STEPHEN J. BARKER
DIRECTOR-BUSINESS OPERATIONS

EXHIBIT A

PARCEL A LEGAL DESCRIPTION

All that certain real property in the City of Los Angeles, County of Los Angeles, State of California, being portions of Lots 15 and 16 of Tract No. 52172-02 as per map recorded June 2, 1998 as Instrument No. 98-1001478 in Book 1238, pages 17 to 22 Official Records of said county, said portion being described as follows:

BEGINNING at the Southeast corner of said Lot 15; thence, along the Southerly line of said Lots 15 and 16, South $89^{\circ}59'31''$ West 500.57 feet; thence, leaving said Southerly line of Lot 16, "North" 798.71 feet to the Northerly line of said Lot 16; thence, along said Northerly line, North $89^{\circ}58'30''$ East 205.81 feet to the beginning of a curve concave Southerly, having a radius of 368.00 feet; thence, Southeasterly along said curve through a central angle of $08^{\circ}53'06''$, an arc length of 57.07 feet to a point of reverse curvature, said curve being concave Northerly, having a radius of 882.00 feet, a radial line to said point bears North $08^{\circ}51'36''$ East; thence, Southeasterly along said curve through a central angle of $15^{\circ}27'05''$, an arc length of 237.86 feet to the Northeast corner of said Lot 15; thence, leaving said Northerly line of said Lot 15, along the Easterly line of said Lot 15, South $00^{\circ}03'37''$ East 789.64 feet to the Southeast corner of said Lot 15 and the POINT OF BEGINNING.

:GS2209

EXHIBIT B

PARCEL B LEGAL DESCRIPTION

All that certain real property in the City of Los Angeles, County of Los Angeles, State of California, being portions of Lots 16, 17, 18, 19 and 20 of Tract No. 52172-02 as per map recorded June 2, 1998 as Instrument No. 98-1001478 in Book 1238, pages 17 to 22 Official Records of said county, said portion being described as follows:

COMMENCING at the Southeast corner of said Lot 15; thence, along the Southerly line of said Lots 15 and 16, South 89°59' 31" West 500.57 feet to the TRUE POINT OF BEGINNING; thence, leaving said Southerly line, "North" 798.71 feet to the Northerly line of said Lot 16; thence, along said Northerly line, South 89°58'30" West 440.33 feet to the Northeast corner of said Lot 17; thence, along the Northerly line of Lot 18, South 86°30' 05" West 0.67 feet; thence, leaving said Northerly line of Lot 18, "South" 798.54 feet to the Southerly line of said Lot 20; thence, along the Southerly line of said Lots 20, 17 and 16 North 89°59'31" East 441.00 feet to the TRUE POINT OF BEGINNING.

:GS2209

EXHIBIT C

PARCEL C LEGAL DESCRIPTION

All that certain real property in the City of Los Angeles, County of Los Angeles, State of California, being portions of Lots 17, 18, 19 and 20 of Tract No. 52172-02 as per map recorded June 2, 1998 as Instrument No. 98-1001478 in Book 1238, pages 17 to 22 Official Records of said county, said portion being described as follows:

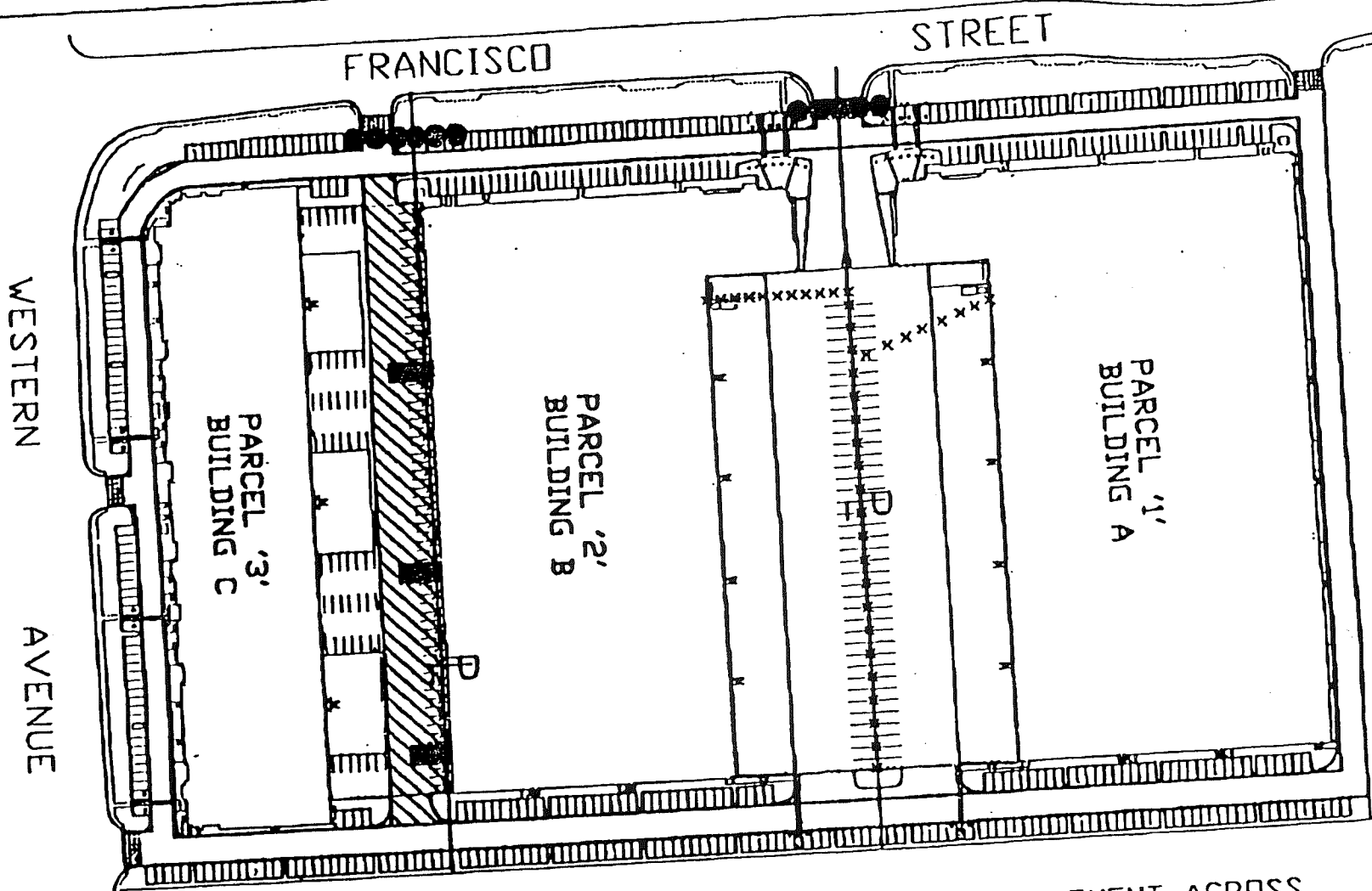
COMMENCING at the Northeast corner of said Lot 18; thence, along the Northerly line of said Lot 18, South $86^{\circ}30'05''$ West 0.67 feet to the TRUE POINT OF BEGINNING; thence, leaving said Northerly line of Lot 18, "South" 798.54 feet to the Southerly line of said Lot 20; thence, along the Southerly line of said Lot 20, South $89^{\circ}59'31''$ West 346.30 feet to the Southwest corner of said Lot 20; thence, along the Westerly line of said Lots 20, 19 and 18, North $00^{\circ}23'15''$ West 690.86 feet; thence, North $89^{\circ}36'45''$ East 1.89 feet to a point on a non tangent curve, concave Southeasterly, having a radius of 90.00 feet, a radial line to said point bears South $88^{\circ}54'26''$ West; thence, Northeasterly along said curve, through a central angle of $87^{\circ}35'39''$, an arc length of 137.59 feet; thence, along the Northerly line of said Lot 18, North $86^{\circ}30'05''$ East 265.09 feet to the TRUE POINT OF BEGINNING.

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EXHIBIT D
REPLACEMENT EXHIBIT "D-2"

[SEE ATTACHED]

EXHIBIT "D-2"



- - INDICATES COMMON IRRIGATION SYSTEM EASEMENT ACROSS PROPERTY LINE (SURFACE AND PIPE)
- XXXX - INDICATES COMMON LIGHTING & CONDUIT SYSTEM EASEMENT ACROSS PROPERTY LINE
- - INDICATES TRASH ENCLOSURE EASEMENT ACROSS PROPERTY LINE
- ▨ - INDICATES EMERGENCY ACCESS EASEMENT

NORTH

NOT TO SCALE

9/05/00

STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles

On 12/15/2000 before me Linda Carothers, the undersigned,
personally appeared Stephen J. Barker, personally known to me ~~or~~
~~proved to me on the basis of satisfactory evidence~~ to be the person(s) whose name(s)
is ~~are~~ subscribed to the within instrument and acknowledged to me that he ~~she/they~~
executed the same in his ~~her/their~~ authorized capacity ~~(ies)~~, and that by his ~~her/their~~
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Linda Carothers
Notary Public in and for said
County and State



(SEAL)